

## **1. Terms and Conditions**

- 1.1. We, Belron UK Limited, trading as Autoglass® and Laddaw® (the "Purchaser"), purchase goods, rights and services (the "Deliverables") on these terms and conditions only. If you (the "Supplier") want us to accept a term of yours, or accept a particular responsibility, or if you wish to rely on a representation we have made, you must obtain our express written agreement. That means express written agreement signed by a director or other senior officer of the Purchaser and referring expressly to these terms.
- 1.2. Each purchase order submitted by the Purchaser for Deliverables to be supplied by the Supplier shall be deemed to be an offer by the Purchaser to buy Deliverables subject to these terms and conditions and no order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the order, in whole or in part accepts the offer. References in these terms and conditions to an "order" mean (where the context permits) the contract created by the Supplier's acceptance of the Purchaser's order. References in these terms and conditions to a "contract" mean (where the context permits) the Supplier's acceptance of the Purchaser's offer based on these terms and conditions.
- 1.3. The terms of the contract may be amended by written agreement of a director or other senior officer of the Purchaser but not otherwise. If any of the terms of the contract conflict with or contradict each other, those terms will be construed in the following order of priority: (1) any express written agreement from the Purchaser; (2) the Purchaser's order itself; (3) these terms.
- 1.4. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the contract and the Supplier waives any right which it otherwise might have to rely on such terms or conditions.

## **2. Price and Payment**

- 2.1. Save as otherwise stated to the Purchaser in writing in anticipation of the Purchaser's purchase order (in which case the applicable price shall be as so stated), the price of the Deliverables will be as stated in the Purchaser's order and, unless otherwise stated, will be:
  - a. exclusive of any applicable VAT or similar sales tax (which will be payable by the Purchaser subject to receipt of the Supplier's valid VAT invoice);
  - b. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Deliverables to or at the delivery address and of any duties or levies other than VAT or similar sales tax;
  - c. in the currency agreed between the Purchaser and the Supplier and, if no currency has been agreed, in GB pounds sterling; and
  - d. fixed for the duration of the contract.
- 2.2. A valid VAT or sales tax invoice for the Deliverables may only be submitted and dated, unless otherwise agreed in writing by the Purchaser, after completed delivery of the relevant Deliverables. An invoice shall not be valid unless it is addressed to the Accounts Payable Department of the Purchaser and contains the Purchaser's relevant order number.
- 2.3. In the event that the Purchaser reasonably considers that an invoice submitted by the Supplier is defective or relates to Deliverables that are not in accordance with the contract, the Purchaser may pending resolution of the dispute with the Supplier withhold payment of the disputed amount without prejudice to any other rights or remedies it may have.
- 2.4. Unless otherwise stated in the purchase order, the Purchaser will pay the contract price at the end of the second calendar month following the month in which the contract is fulfilled or in which a correct invoice is received, whichever is the later.
- 2.5. The Supplier may not vary the price except with the prior written consent of the Purchaser.
- 2.6. The Purchaser reserves the right to deduct from or offset against any monies due or becoming due to the Supplier in respect of any order any monies payable by the Supplier to the Purchaser.
- 2.7. The Supplier shall, as soon as reasonably practicable following the Purchaser's request, provide the Purchaser with any invoices, advice notes, delivery notes or any other documentation in connection with the Deliverables that the Purchaser may reasonably require.
- 2.8. For the avoidance of doubt, where applicable the Purchaser shall make any payment to the Supplier after deducting any withholding tax which the Purchaser is obligated to pay to HMRC on the Supplier's behalf.

## **3. Delivery and Risk**

- 3.1 All Deliverables that are goods will be delivered to, and all services performed at, the address and on the date stated in the purchase order. If no address is specified, the Supplier must seek written clarification from the Purchaser. Unless otherwise stated in the order, Deliverables shall be delivered during the Purchaser's normal hours of business.
- 3.2 Delivery shall be on or before the date specified in the order. Time of delivery shall be of the essence. Should the Supplier wish to deliver earlier than the date specified, prior written agreement of the Purchaser must be obtained. If no delivery date is specified, delivery shall take place within 28 days of the order date.

- 3.3 A packing note quoting the Purchaser's purchase order number must accompany each delivery or consignment of goods, failing which the Purchaser may return the relevant Deliverables to the Supplier at the Supplier's expense.
- 3.4 Where Deliverables are to be supplied in instalments, the contract is still to be treated as a single contract. If the Supplier fails to deliver or perform any instalment the Purchaser may treat the whole contract as repudiated.
- 3.5 The Purchaser may reject any Deliverables which are not fully in accordance with the contract. In relation to goods, acceptance does not occur until the Purchaser has had reasonable time to inspect or consider the relevant Deliverables following supply, up to the point at which goods are used or re-sold by the Purchaser.
- 3.6 Risk of damage to or loss of any goods passes to the Purchaser on delivery.
- 3.7 Title to and ownership of any goods pass to the Purchaser upon delivery unless payment has been made in whole or in part for the goods in advance, in which case title and ownership pass to the Purchaser immediately upon such payment.
- 3.8 Unless otherwise clearly stated on the relevant delivery note or required by applicable law, the Purchaser will not be bound to return to the Supplier any packaging or packing material. Where packaging is returned to the Supplier that return shall be effected at the Supplier's expense.
- 3.9 The Supplier shall deliver goods in appropriate packaging that is suitable for safe and efficient storage and onward transport by the Purchaser and meets the Purchaser's requirements in every way for the type of goods purchased. The Supplier must enquire with the Purchaser as to its needs for packaging and adhere to them in every way. Where the Supplier fails to supply packaging in accordance with the Purchaser's requirements, the Purchaser may (to the relevant extent) withhold payment for the relevant Deliverables and reclaim from the Supplier any loss incurred by the Purchaser arising from the deficient packaging.
- 3.10 If any performance of the Supplier occurs on the Purchaser's premises this sub-section will apply. The Supplier will ensure that best industry standards are adopted for the health and safety both of the Supplier's personnel and of any other individuals affected by the Supplier's actions. The Purchaser may refuse or terminate the access of any individual to its premises who fails to comply with the Purchaser's reasonable requirements as to security, health and safety routines, times and areas of access or otherwise.
- 3.11 In the case of works to be carried out on the land or premises of the Purchaser, any equipment or materials of the Supplier provided in connection with such works shall be the sole responsibility of the Supplier.
- 3.12 If contract terms refer to Incoterms, then those defined meanings will relate to the current edition of Incoterms and these will apply unless expressly stated otherwise.
- 3.13 The Purchaser shall own all intellectual property rights in any software, data, documents and other materials which the Purchaser provides to the Supplier to use in relation to the provision of a service ("Purchaser Materials"). The Purchaser hereby grants the Supplier a right to use Purchaser Materials to the extent necessary for the Supplier to perform the service(s).
- 3.14 The Supplier will own the intellectual property rights in the deliverables and any materials created under or in connection with the agreement, excluding Purchaser Materials, the Purchaser's confidential information or any personal data of the Purchaser integrated or incorporated into the deliverables, and the Purchaser and its group members will have a worldwide, royalty-free, perpetual, irrevocable licence to use the deliverables for the Purchaser's own internal purposes. For the avoidance of doubt, the scope of this intellectual property licence will include use by any service provider or third party where such use is required in order for Belron to gain the full benefit of the relevant deliverables or services.
- 3.15 The Purchaser and the Supplier shall comply with all applicable data protection legislation in relation to any personal data shared under this agreement.
- 3.16 At the Purchaser's request the Supplier will, at the Purchaser's option, either return or destroy Purchaser Materials and Purchaser's confidential information (and all copies thereof) on terms to be agreed between the parties.

#### **4. Warranties and Liability**

- 4.1 The Supplier represents and warrants that:
  - a. the quantity, quality, description and specification of the Deliverables supplied by the Supplier will match those set out in the Purchaser's purchase order;
  - b. the Deliverables (including without limitation their components) will be free from defects in design, materials and workmanship, safe and fit for the Purchaser's intended purpose, compliant with all applicable statutory requirements and regulations and supplied with any required fitting instructions and guidelines;
  - c. any services shall be supplied with all reasonable care and skill and in accordance with the generally recognised commercial practices and standards applicable to the Deliverables; and
  - d. if required, the Supplier shall provide samples of goods ordered at the Supplier's cost.
- 4.2 The Purchaser or its representative shall be entitled to inspect any goods during manufacture and the Supplier shall grant access to

the Purchaser or its representative to the facilities of the Supplier or its sub-contractor(s) to perform such inspection(s) subject to receipt of reasonable notice.

- 4.3 The Purchaser's rights in relation to the Deliverables are in addition to the statutory terms implied in favour of the Purchaser by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as the case may be, and any other statute.
- 4.4 The Purchaser will not be liable to the Supplier for any delay or failure to perform any of the Purchaser's obligations under a contract if the delay or failure is due to a cause beyond the Purchaser's reasonable control. Furthermore, the Purchaser will not be liable for loss of profit, goodwill, business opportunity, anticipated savings or benefits or indirect or consequential loss.
- 4.5 Deliverables will be fit for the Purchaser's intended purpose. Where no purpose is specified by the Purchaser, Deliverables shall be fit for their usual purpose.
- 4.6 The Supplier will insure itself and remain insured until its performance is complete against all normal insurance risks relevant to the Supplier's work for or with the Purchaser.
- 4.7 The Supplier warrants that the sale or use of the Deliverables by the Purchaser will not infringe any patent, trade mark, registered design, copyright or other intellectual property rights of any third party.
- 4.8 The Supplier shall indemnify and hold harmless the Purchaser and each member of the Purchaser's group from and against any and all actions, claims, demands, liabilities, costs (including legal costs) and losses which the Purchaser (or any member of its group) may suffer or incur as a result of any claims made or alleged against the Purchaser (or any member of its group) that the Deliverables (or any part of them) supplied by the Supplier infringe any intellectual property rights of any third party.
- 4.9 The Supplier will adhere to the Belron Supplier Code of Conduct at all times whilst this contract remains in place – this can be found at [Belron Supplier Code of Conduct](#)

## 5. Termination

- 5.1 The Purchaser may cancel any order in whole or in part by giving notice to the Supplier at any time prior to delivery of the Deliverables, in which event the Purchaser's sole liability shall be to pay the Supplier fair and reasonable compensation for the work in progress at the time of cancellation. However, such compensation shall not include loss of anticipated profits or any consequential loss.
- 5.2 The Purchaser may suspend performance of or cancel or suspend and then at any subsequent time cancel a contract if the Supplier breaches its terms or if the Supplier's business fails. In the event of termination of a contract, the Purchaser's liability shall be limited to payment for the Deliverables supplied to it under that contract in accordance with these terms. On termination of the agreement the Supplier shall deliver to the Purchaser all work product and deliverables, whether completed or not.
- 5.3 The Supplier's business will be treated for this purpose as having failed if the Supplier:
  - a. makes a voluntary arrangement with its creditors;
  - b. becomes bankrupt;
  - c. becomes subject to an administration order or goes into liquidation;
  - d. stops or threatens to stop carrying on business; or
  - e. has any third party take possession of, or enforce rights over, any of the Supplier's property or assets under any form of security.
- 5.4 Any right of cancellation or suspension under this section is additional to any rights available to the Purchaser under the law of any relevant jurisdiction.

## 6. General

- 6.1 Any written notice under these terms will be deemed to have been sufficiently served if posted by pre-paid official post or if sent by email (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by email).
- 6.2 Any order by the Purchaser shall be treated as confidential. In particular, the Supplier shall not make use of the Purchaser's name for any purposes without the Purchaser's prior written consent. Furthermore, all information provided in connection with an order is confidential, to be used only in connection with the fulfilment of an order and, at the Purchaser's request, to be returned promptly to the Purchaser.
- 6.3 No order may be assigned or sub-contracted by the Supplier to any third party without the Purchaser's prior written consent.
- 6.4 If the Supplier fails to comply with any of the terms of an order, the Purchaser shall be entitled to avail itself of one or more of the following remedies at its sole discretion:
  - a. to rescind the order;
  - b. to return goods to the Supplier in return for a full refund;
  - c. to give the Supplier the opportunity to remedy any defects at the Supplier's expense;
  - d. to refuse to accept any further Deliverables;
  - e. to carry out any work to rectify defects at the Supplier's expense; and/or
  - f. to claim such damages as may have been sustained by the Purchaser.

These remedies shall be in addition to any other remedies which the Purchaser may have.

- 6.5 All contracts will be governed by the laws of England, and the Supplier submits to the exclusive jurisdiction of the English Courts.
- 6.6 In this agreement 'group members' shall mean any associated company of Belron UK Limited where "associated company" is defined as any company which is, in relation to another company, its parent company, holding company or its subsidiary or a subsidiary of its holding company and "holding company" and "subsidiary" will have the meanings attributed to them in section 1159 of the Companies Act 2006.